

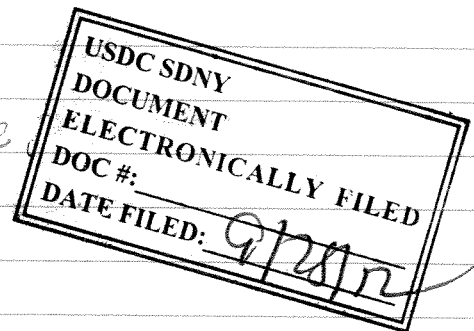
September 23, 2012

Honorable Vincent L. Briccetti
 United States District Judge
 United States District Court
 Southern District of New York
 300 Quarropas Street
 White Plains, NY 10601-4150

Docket in case # _____ CV/CR _____

As: Seven
 Date: 9/28/12

Re: Pantya v. Banco Popular and ASIC
 11 Civ. 3636 (VB)



Dear Judge Briccetti:

On September 6, 2012, I received disturbing information from the defendant ASIC which I must disclose to the Court. In response to a supplemental claim dated 8/13/12 for property damage occurring exclusively at the Easement Area of the Property within the last two years, ASIC, for the first time in this matter, alleged that defendant Banco Popular informed it on 9/22/09 that they had obtained "a new and different insurance coverage respecting the Property and requested cancellation of the Policy." Attached to this statement is defendant ASIC's self-serving version of an applicable Cancellation of Policy, without any authenticity, without any proof of mailing, and without any credibility.

The degree of this offense, however, is heightened only when studied in relation to ASIC's prior representation to the Court that "... the initial policy period of the ASIC Policy commenced on August 15, 2008 and expired on August 15, 2009, but Banco renewed the ASIC Policy for an additional year, through August 15, 2010." (Document 41, Filed 1/15/12, Page 7 of 15).

It is respectfully submitted that the Court's unwillingness to order disclosure of the truth in this case, fosters the kind of disrespect and scoffing at the Court being displayed by the defendant ASIC (which has somehow falsely impressed upon this Court to stand for "American Safety"). Obviously, ASIC doesn't think twice at whether its cunningly devised stories to this Court can be seen as a measure of its respect for the integrity of the Court.

The allonge in this case clearly shows that defendant Banco Popular sold the Note to "JPMorgan Chase Bank, as Trustee." Because only the "Mortgagee", Chase Bank had an interest in the Easement Area, I am entitled to indemnification since ASIC ("American Security") has already admitted to this Court that the Policy was in effect on August 15, 2010. Policy Condition 15 provides: "The word 'Mortgagee' includes trustee." (See Allonge enclosed)

Respectfully submitted,

Rafael Manuel Pantoja
Plaintiff pro se

cc: Unabled

08/15/2007 15:08

MORTGAGE SERVICES → *818569172828

NO. 155

008

Allonge to Note

Loan Number: 0028822534

Borrower: RAFAEL PANTOJA

Property Address:

764 Lake Street
West Harrison NY 10604

Loan Amount: 1186250

Without Recourse

Pay to the order of: ~ JPMorgan Chase Bank, as Trustee



Janice Grant
Assistant Vice President
Cendant Mortgage Corporation

Prepared by: Grantjl